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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

EPIC GAMES, INC.,
Plaintiff, Counter-defendant,
v.
APPLE INC.,
Defendant, Counterclaimant.

Case No. 4:20-CV-05640-YGR-TSH

**JOINT STIPULATION AND ~~[PROPOSED]~~
ORDER REGARDING CLAIMS FOR
ATTORNEYS' FEES AND COSTS**

Courtroom: 1, 4th Floor

Judge: Hon. Yvonne Gonzalez Rogers

1 WHEREAS, the Ninth Circuit has ruled that Apple Inc. (“Apple”) is entitled to recover
2 certain attorneys’ fees and costs pursuant to the indemnification provision of the Developer
3 Program License Agreement (*Epic Games, Inc. v. Apple, Inc.*, 67 F.4th 946, 1004 (9th Cir. 2023)),
4 and this Court thereafter denied Apple’s Motion for Entry of Judgment on its indemnification
5 counterclaim (Dkt. 876) without prejudice (Dkt. 1508, at 72-73);

6 WHEREAS, this Court has ruled that Epic Games, Inc. (“Epic”) is entitled to recover certain
7 attorneys’ fees and costs in connection with the proceedings and discovery regarding its Motion to
8 Enforce Injunction (Dkt. 1508, at 76);

9 WHEREAS, this Court has directed the parties to meet-and-confer regarding the amounts
10 of attorneys’ fees and costs each of them may recover pursuant to these rulings;

11 WHEREAS, the parties have met and conferred by telephone and e-mail, and have
12 exchanged information regarding their respective claims for attorneys’ fees and costs; and

13 WHEREAS, the parties seek to resolve all pending claims for attorneys’ fees and costs
14 without the need for further litigation;

15 **THEREFORE, IT IS STIPULATED AND AGREED THAT:**

16 1. Apple and Epic have reached agreement regarding the satisfaction of Apple’s
17 counterclaim for indemnification (Dkt. 66, at 63–64), including the Ninth Circuit’s requirement that
18 Epic pay “Apple’s attorney fees incurred in this litigation [that] can be fairly attributed to Epic’s
19 breach of the DPLA” (*Epic Games*, 67 F.4th at 1004 n.24), and Apple will not renew its Motion for
20 Entry of Judgment on this counterclaim (Dkt. 876) or otherwise seek further relief from the Court
21 on this claim.

22 2. Apple and Epic have reached agreement regarding the satisfaction of Epic’s
23 entitlement under this Court’s April 30, 2025 order to reimbursement “in the amount of the full cost
24 of the special masters’ review and Epic’s attorneys’ fees on [the privilege re-review] issue alone
25

1 through approximately May 15, 2025, the anticipated date of completion” (Dkt. 1508, at 76), and
2 Epic will not seek further relief from the Court on this award.

3 3. The parties jointly acknowledge that this stipulation fully and finally resolves any
4 and all claims or issues regarding attorneys’ fees and costs relating to this litigation through the
5 date this stipulation is filed.
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8 Respectfully submitted,
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Dated: August 1, 2025

By: /s/ Paul J. Riehle

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Dated: August 1, 2025

By: /s/ Mark A. Perry

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1 **PURSUANT TO THE FOREGOING STIPULATION AND GOOD CAUSE APPEARING,**
2 **IT IS SO ORDERED.**

3 Dated: August 5, 2025

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HON. YVONNE GONZALEZ ROGERS

E-FILING ATTESTATION

I, Mark Perry, am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that each of the signatories identified above has concurred in this filing.

/s/ Mark A. Perry

Mark A. Perry